

Memorandum



Date: October 10, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(A)(1)(A)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

Subject: Change Orders to North Terminal Development Contracts:
1) Change Order No. MDAD-1 (Retroactive) with Juliana Enterprises, Inc., dba Power Pro, MIA NTD C-D PDS Extension, Project No. B737H1
2) Change Order No. MDAD-2 with Dato Electric, Inc., MIA Terminal C-D Infill Premise Distribution & CCTV System, Project No. B737H
3) Change Order No. MDAD-2 with Dynalectric Corporation, MIA NTD D-Extension PDS Cabling, Project No. B775A1

RECOMMENDATION

It is recommended that the Board ratify my approval of the attached North Terminal Development Change Orders to the above-referenced contracts, prepared by the Miami-Dade Aviation Department (MDAD), pursuant to the provisions of Expedite Ordinance No. 95-64.

BACKGROUND

The subject North Terminal Development (NTD) contracts were assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and the County. Because the three contracts have different histories, the change orders are varied in what they are adding to the contracts.

Retroactive Change Order No. MDAD-1 with Juliana Enterprises, Inc., dba Power Pro, MIA NTD C-D PDS Extension, Project No. B737H1

Change Order MDAD-1

- (1) Adds an allowance account and associated contract verbiage, and
- (2) Adds contract language to more closely conform the contract to MDAD/County standards.

(1) Allowance account and associated contract verbiage - To expeditiously authorize changes in the work to mitigate contractor delays when unforeseen conditions are encountered in the field or for when other changes are required, American's contracting procedures allowed the on-site project manager to add contingency funds from the budget to the contract as needed. County construction contracts typically include allowance accounts as the mechanism to effect changes in the work. In order to maintain the ability to address unforeseen condition encountered in the field on a timely basis, and to conform with County practices, an allowance account needs to be added to the contract.

This change order adds a general allowance account and funds the account the amount of \$39,004 or 10% of the contract amount. This change order also adds the necessary contract language to establish allowance accounts and work orders (the mechanism to authorize changed work), and the funding for the allowance account. In addition, it incorporates language that authorizes the Aviation Director to execute work orders under the allowance account as is currently done with County contracts.

Adding this allowance account will not change either the NTD authorized budget amount of \$1.9 billion or the project budget because the project has, as part of its budget, an amount of money allocated for contingencies.

Additionally, any unused allowance account funds will be credited to the County when the contract is closed-out.

(2) Contract language conforming the contract to MDAD/County standards - This contract is based on standard American Airlines contract documents. Most of American's contracts did not include important County legal requirements nor do they contain certain provisions that are unique to MDAD construction contracts. As the NTD program progressed, more and more of these provisions were incorporated into American's later contracts. This contract is more recent and has most of the typical contract provisions found in MDAD standard contracts. However, a few are still missing and require approval of this change order to incorporate. Examples include:

- Changes to the indemnification wording to conform to Florida Statutes; and
- Incorporation of Inspector General and IPSIG requirements.

Also included are minor changes to avoid conflicts with the new contract language and/or MDAD/County business practices.

Because of delays in the NTD program, the contract time has passed requiring this change order to be retroactive. Appropriate time extensions on the NTD Program in its entirety are being reviewed and/or negotiated and will be incorporated by work order at a later date.

Change Order No. MDAD-2 with Dato Electric, Inc., MIA Terminal C-D Infill Premise Distribution & CCTV System, Project No. B737H

This change order adds conforming contract language only. (An allowance account was previously added by Change Order MDAD-1.) Similar to the contract with Juliana Enterprises, Inc., this is one of American's later contracts. Contract language being added in order to conform to MDAD/County standards includes:

- Changes to the indemnification wording to conform to Florida Statutes; and
- Incorporation of Inspector General and IPSIG requirements.

Also included are minor changes to avoid conflicts with the new contract language and/or MDAD/County business practices.

Change Order No. MDAD-2 with Dynalectric Corporation, MIA NTD D-Extension PDS Cabling, Project No. B775A1

This change order adds conforming contract language only. (An allowance account was previously added by Change Order MDAD-1.) However, this is one of the older American contracts and requires more extensive modification. The changes include:

- Changes to the indemnification wording to conform to Florida Statutes;
- Incorporation of Security Information Display Area and Airside Operations Area security requirements;
- Requirements regarding document (plans and specifications) security pursuant to Florida Statutes 119.071(3)(b);
- Incorporation of Inspector General and IPSIG requirements; and
- Making the contract subject to the laws of the State of Florida retroactively from the start of the contract.

As with the other two change orders, minor changes are also included to avoid conflicts with the new contract language and/or MDAD/County business practices.

CHANGE ORDER NO.:	See Attachment 1
PROJECT:	See Attachment 1
PROJECT NO.:	See Attachment 1
PROJECT LOCATION:	Miami International Airport
PROJECT DESCRIPTION:	All projects are part of the NTD Program
PRIME CONTRACTOR:	See Attachment 1
CSBE MEASURE AT AWARD:	See Attachment 1
CURRENT CSBE STATUS:	See Attachment 1
ORIGINAL CONTRACT AMOUNT:	See Attachment 1
CHANGE ORDER RECOMMENDATION:	See Attachment 1
CLASSIFICATION FOR CHANGE ORDER:	<input type="checkbox"/> Regulatory Change <input type="checkbox"/> Other Agency Request Change <input type="checkbox"/> Design Errors Change <input type="checkbox"/> Design Omission Change <input checked="" type="checkbox"/> County Requested Change
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:	See Attachment 1
PERCENT OF INCREASE OR DECREASE OF THIS CHANGE ORDER FROM ASSIGNED CONTRACT AMOUNT:	See Attachment 1
CONTRACT AMOUNT	See Attachment 1
CONTRACT COMPLETION DATE:	See Attachment 1
USING AGENCY:	Miami-Dade Aviation Department
FUNDING SOURCE:	Airport Revenue Bonds
DBD REVIEW:	Yes
PROJECT MANAGER	Juan Carlos Arteaga, North Terminal Program Manager


ASSISTANT COUNTY MANAGER

ATTACHMENT 1

CHANGE ORDER JUSTIFICATION INFORMATION FOR NORTH TERMINAL DEVELOPMENT CONTRACTS

Project	Project No.	Contractor	CSBE Measure at Award	Current CSBE Status	Original Contract	Change Orders by AA	Contract as Assigned to County	Previous County Change Orders	This Change Order	Adjusted Contract Amount Including This Change Order	% of Increase or Decrease of This Change Order from Assigned Contract Amount	Contract Completion Date
MIA NTD C-D PDS Extension	B737H1	Juliana Enterprises, Inc., dba Power Pro	100%	100%	\$389,940	None	\$389,940	None	\$39,004	\$428,944	10.00%	7/31/05
MIA Terminal C-D Infill Premise Distribution & CCTV System	B737H	Dalo Electric, Inc.	25%	0%	\$1,907,503	\$84,787	\$1,992,290	\$164,232	\$10	\$2,156,532	0%	10/13/05
MIA NTD D-Extension PDS Cabling	B775A1	Dynatelectric Corporation	19%	16.72%	\$2,095,000	\$492,071.95	\$2,587,071.95	\$257,931	\$10	\$2,845,012.95	0%	6/19/03



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 10, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

5

Approved _____ Mayor

Agenda Item No. 8(A)(1)(A)

Veto _____

10-10-06

Override _____

RESOLUTION NO. _____

RESOLUTION RATIFYING ACTIONS OF COUNTY MANAGER PURSUANT TO PROVISIONS OF ORDINANCE NO. 95-64, IN EXECUTING CHANGE ORDERS TO THE NORTH TERMINAL DEVELOPMENT CONTRACTS AT MIAMI INTERNATIONAL AIRPORT, WITH JULIANA ENTERPRISES, INC., DBA POWER PRO, FOR MIA NTD C-D PDS EXTENSION, PROJECT NO. B737H1, CHANGE ORDER NO. MDAD-1 (RETROACTIVE); WITH DATO ELECTRIC, INC., FOR MIA TERMINAL C-D INFILL PREMISE DISTRIBUTION & CCTV SYSTEM, PROJECT NO. B737H, CHANGE ORDER NO. MDAD-2; AND WITH DYNALECTRIC CORPORATION, FOR MIA NTD D-EXTENSION PDS CABLING, PROJECT NO. B775A1, CHANGE ORDER NO. MDAD-2

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, pursuant to Ordinance 95-64, this Board approves, ratifies, and confirms the action of the County Manager in executing Change Orders to the North Terminal Development Contract as follows: 1) with Juliana Enterprises, Inc., dba Power Pro, for MIA NTD C-D PDS Extension, Project No. B737H1, Change Order No. MDAD-1 (Retroactive); 2) with Dato Electric, Inc., for MIA Terminal C-D Infill Premise Distribution & CCTV System, Project No. B737H, Change Order No. MDAD-2; and 3) with Dynalectric Corporation, for MIA NTD D-Extension PDS Cabling, Project No. B775A1, Change Order No. MDAD-2, all in substantially the forms attached hereto, and all as more particularly set forth in the attached memorandum from the County Manager.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of October, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. *DBM*
Deborah Bovarnick Mastin

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD 1

PROJECT NO. B737H1

DATE: 1/12/06

PROJECT NAME: MIA NTD C-D PDS EXTENSION

TO CONTRACTOR: JULIANA ENTERPRISES, INC., DBA Power Pro

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Add a General Allowance Account JUSTIFICATION: COUNTY REQUESTED CHANGE	\$38,994.00
2	Add new contract terms and conditions to Exhibit O, as shown on page 2 of this Change Order, to conform contract to MDAD standards JUSTIFICATION: COUNTY REQUESTED CHANGE	\$10.00

SUMMARY OF CONTRACT AMOUNT

	ORIGINAL CONTRACT AMOUNT AT ASSIGNMENT.....	\$ 389940.00
REASON FOR CHANGE:	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED BY COUNTY.....	\$0.00
Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER..	\$ 389,940.00
Other Agency Requested Change	COST OF CONSTRUCTION CHANGES THIS ORDER.....	\$ 39,004.00
Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER..	\$ 428,944.00
Design Omission Change	PER CENT INCREASE, THIS CHANGE ORDER.	10.00 %
County Requested Change	TOTAL PER CENT INCREASE TO DATE	10.00 %
Unforeseen or Unforeseeable Change	EXTENSION OF TIME ALLOWED BY THIS CHANGE 0 CALENDAR DAYS TO 7/31/05	

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.

SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

MDAD	DA w/ new financial system	ASearnsall
DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY

ACCEPTED BY: F.B. Berhane CONTRACTOR
Developers Surety and Indemnity Company

APPROVED: [Signature] BUDGET DIRECTOR
DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

RECOMMENDED: Warren M. Alter SURETY Attorney In Fact

By: [Signature] County Manager

APPROVED: [Signature] PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER

ATTEST:

APPROVED: [Signature] HNTB (CONSULTING ENGINEER), DEPT. BUSINESS DEVELOPMENT

By: [Signature] Deputy Clerk

APPROVED: [Signature] DEPARTMENTAL DIRECTOR

cc: A/E-Consultant, General Contractor, Surety, Project Manager, HNTB, DAC Projects Control, Contracts Administration

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD 1

PROJECT NO. B737H1

DATE: 1/12/06

PROJECT NAME: MIA NTD C-D PDS EXTENSION

TO CONTRACTOR: JULIANA ENTERPRISES, INC., DBA Power Pro

SUPPLEMENTAL INFORMATION

Item 1: Add a General Allowance Account
JUSTIFICATION: COUNTY REQUESTED CHANGE

This Contract was assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a General Allowance Account. This item adds the Allowance Account for 10% of base contract value at the time of assignment by American.

Item 2: Add new contract terms and conditions to Exhibit O, as follows, to conform contract to MDAD standards.

7. The following terms and conditions are in addition to the terms of the Agreement. Where provisions elsewhere in this Agreement may be contrary to or otherwise in conflict with the following terms and conditions, the terms and conditions in this Change Order shall take precedence. All other terms and provisions of the Agreement remain in full force and effect, except as herein amended.

A. ADD the following definitions:

- a. Allowance Account: The term Allowance Account as used in this Contract shall mean account(s) in which stated dollar amount(s) are included in the Contract for the purpose of funding portions of the work which are unforeseeable at the time of execution of the Contract, or for construction changes, for adjustments of quantities, for unit price work items or for special work deemed desirable by the Owner to be incorporated into the Contract. Performance of work, if any, under Allowance Account(s) will be authorized by written Work Order(s) issued by the Owner.
- b. Owner: The term Owner as used in this Contract shall mean the Miami-Dade County Board of County Commissioners or the Aviation Department, but it excludes the regulatory departments of Planning, Development, and Regulations (Building and Zoning); Department of Environmental Resources Management (DERM); Public Works, Water and Sewer, and Fire Rescue or their successors.

B. DELETE Section 2.25 and ADD the following Section 2.25:

2.25 Work Order: A written order, authorized by the Director of the Aviation Department or his designee, directing the Contractor to perform work under a specific Allowance Account, directing the Contractor to perform a change in the work that does not have a monetary impact, including but not limited to, extending the Contract Time without increasing the maximum contract amount.

- C. Except with respect to the references to "American" in Article 12, Indemnity, in all other instances where American is referenced, such reference shall be construed to mean Owner; provided, however, where there are references to both American and the County and such construction would mean a reference to Owner and County, then the reference to American shall be deleted. All references to American in Article 12, Indemnity, shall remain in full force and effect.

- D. In all instances where Change Order is referenced, change such references to Change Order or Work Order as determined by Owner.

E. DELETE Article 7, Section 7.1 and ADD new Section 7.1 as follows:

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO 1

PROJECT NO. B737H1

DATE: 1/12/06

PROJECT NAME: MIA NTD C-D PDS EXTENSION

TO CONTRACTOR: JULIANA ENTERPRISES, INC., DBA Power Pro

Item 2 Cont'd

- 7.1 The Owner shall have the right to add to or delete any portion of the work contained in this Contract. Such addition or deletion will be ordered and the Contract Sum and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with Section 7.3.

F. ADD the following Section 7.9:

7.9 Allowance Account(s)

- a. Certain portions of work which may be required to be performed by the Contractor under this Contract are either unforeseeable or have not yet been designed, and the value of such work, if any, is hereby added to the Contract Amount as a specific line item(s) entitled "General Allowance Account".
 - 1 The General Allowance Account shall be used to reimburse the Contractor for furnishing all labor, materials, equipment and services necessary for modifications or extra work required to complete the Project because of unforeseeable conditions; for performing minor construction changes required to resolve: oversight in design, Owner oversight, unforeseen conditions, revised regulations, technological and product development, operational changes, schedule requirements, program interface, emergencies and delays; and for making final adjustment to estimated quantities shown on the Schedule of Prices Bid in the Bid Form to conform to the actual quantities installed.
 2. These values, if any, are hereby included in the Total Contract Amount, but are not chargeable against the Total Contract Amount unless and until the Contractor is directed to perform work contemplated in the Allowance Account(s) by written Work Order issued by the Owner.
- b. At such time as work is to be performed under the Allowance Account(s), if any, the work shall be incorporated into the Construction Schedule and Schedule of Values, and shall in all respects be integrated into the construction as part of the Contract as awarded.
- c. Notwithstanding any other provisions in this Contract, the Work Order for the required work will be issued by the Owner upon receipt from the Contractor of a satisfactory proposal for performance of the work, and the acceptance thereof by the Owner. If the nature of the work is such that a Unit Price or Lump Sum price is not economically practical, the Work Order may be issued to perform the work on a time and materials basis, subject to a maximum not-to-exceed amount (cost-plus basis).
- d. The Contractor shall solicit not less than three (3) competitive bids from appropriate subcontractors and materials suppliers when so directed by the Owner, for performance of the work in accordance with such Plans and Specifications as may be required and as may be furnished by the Owner. The Contractor shall submit the solicited bids to the Owner for approval or rejection. If the Owner rejects bids, the Contractor shall solicit additional bids for submittal.

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1

PROJECT NO. B737H1

DATE: 1/12/06

PROJECT NAME: MIA NTD C-D PDS EXTENSION

TO CONTRACTOR: JULIANA ENTERPRISES, INC., DBA Power Pro

Item 2 Cont'd

- e. No Work Orders shall be issued against an Allowance Account if such Work Orders in the aggregate exceed the authorized amount of that Allowance Account, provided however that such excess may be authorized by appropriate Change Order.
- f. At Final Acceptance, the Contract Price shall be decreased to reflect the unexpended amounts under the Allowance Accounts.
- G. DELETE Sections 9.4(b), 9.11, and 9.12.
- H. DELETE Section 12.1 and ADD the following Section 12.1:
 - 12.1 In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify and hold harmless the County and American, their officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work.
- I. In Article 15, Section 15.3, DELETE reference to County.
- J. DELETE Sections 42.1 and 42.2.
- K. ADD the following paragraph to Section 42.3:

Upon 10 days prior written notice to the Contractor from the Inspector General the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's Sole judgment, pertain to performance of the contract, including, but no limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and with successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instruction, financial documents construction documents, proposal and contract documents, back charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.
- L. ADD the following Section 42.7:
 - 42.7 The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement requirements; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but limited to, project design, establishment of bid specifications, bid submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials.

MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO 1

PROJECT NO. B737H1

DATE: 1/12/06

PROJECT NAME: MIA NTD C-D PDS EXTENSION

TO CONTRACTOR: JULIANA ENTERPRISES, INC., DBA Power Pro

Item 2 Cont'd

Upon ten (10) calendar days written notice to the Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the Agreements, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful sub-Contractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and Agreement documents; back-charge documents; and all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

M. DELETE Section 43.1 and ADD new Section 43.1 as follows:

- 43.1 All invoices, contracts, copies of notices, and other correspondence to the Owner shall be addressed to the Aviation Department, Miami International Airport, Facilities, P.O. Box 592075, Miami, Florida, 33159, in care of the Assistant Director, Facilities Division.

JUSTIFICATION: COUNTY REQUESTED CHANGE

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a number of MDAD/County contract provisions. This item adds such provision to the Contract.

RELEASE OF CLAIM

In consideration of \$10.00 and other valuable considerations, receipt of which is hereby acknowledged, Contractor agrees as follows:

Item 1 of this Change Order creates funding for Owner's General Allowance Account within this Contract but does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein unless and until a Work Order, duly executed pursuant to Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, will contain the following standard waiver and release clause:

In consideration for payment to the Contractor of the Work Order amount, the Contractor waives and relinquishes any and all claims, disputes, or causes of action associated with the foreseeable Direct Cost of the work specified herein; provided that in the event the work covered by Work Order impacts the construction

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO 1

PROJECT NO. B737H1

DATE: 1/12/06

PROJECT NAME: MIA NTD C-D PDS EXTENSION

TO CONTRACTOR: JULIANA ENTERPRISES, INC., DBA Power Pro

Item 2 Cont'd

schedule, Contractor may notify Owner of its intention to file a claim for time extension and compensation of all related damages, including indirect cost and time impacts, and thereafter, submit such claim with supporting documentation. This Work Order shall not be construed as a waiver by Contractor of any claim (time or money) arising out of the performance of the work caused by unforeseen conditions or design errors or omissions in the Work Order work.

In addition, Item 2 of this Change Order modifies the Contract by amending certain terms and conditions of the Contract with no increase in the Contract Amount and no extension in the Contract Time. The Contractor releases Miami Dade County, its officers, employees and agents from, and waives and relinquishes, any claims, disputes or causes of action it has or may have against the County, its officers, employees and agents for events arising out of or in connection with this Change Order.

The Contractor accepts Item 2 of the Change Order as full accord and satisfaction of all time and monies due it under or in connection with the provisions of the Change Order.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

Charles J. Nielson, Warren M. Alter, Charles D. Nielson, Brett M. Rosenhaus, Kevin R. Wojtowicz, Laura Mosholder, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

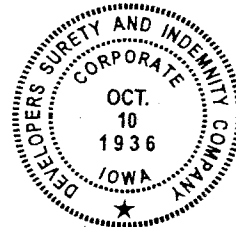
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:


RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of December, 2005.

By: 
David H. Rhodes, Executive Vice-President




By: 
Walter A. Crowell, Secretary

STATE OF CALIFORNIA

COUNTY OF ORANGE

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 


(SEAL)



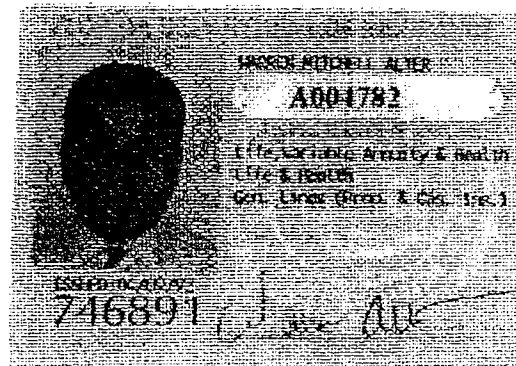
CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 6th day of April, 2006.

By: 
Albert Hillebrand, Assistant Secretary

14



**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B737H

DATE: 1/12/06

PROJECT NAME: MIA TERMINAL C-D INFILL PREMISE DISTRIBUTION & CCTV SYSTEM

TO CONTRACTOR: DATO ELECTRIC, INC.

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Add new contract terms and conditions to Exhibit O, as shown on page 2 of this Change Order, to conform contract to MDAD standards JUSTIFICATION: COUNTY REQUESTED CHANGE	\$10.00

SUMMARY OF CONTRACT AMOUNT

	ORIGINAL CONTRACT AMOUNT AT ASSIGNMENT	\$ 1,992,290.00
REASON FOR CHANGE:	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED BY COUNTY ..	\$164,232.00
Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$ 2,156,522.00
Other Agency Requested Change	COST OF CONSTRUCTION CHANGES THIS ORDER	\$ 10.00
Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER ...	\$ 2,156,532.00
Design Omission Change	PER CENT INCREASE, THIS CHANGE ORDER	0.00%
County Requested Change	TOTAL PER CENT INCREASE TO DATE	8.2%
Unforeseen or Unforeseeable Change	EXTENSION OF TIME ALLOWED BY THIS CHANGE 0 CALENDAR DAYS TO 10/13/05	

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.

3/29/06
SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY
Commercial Paper A		

ACCEPTED BY:	CONTRACTOR	APPROVED:	BUDGET DIRECTOR
	SURETY	DADE COUNTY, Florida	By its BOARD OF COUNTY COMMISSIONERS
RECOMMENDED:	PROJECT MANAGER	CHIEF ARCHITECT/CHIEF ENGINEER	By: County Manager
APPROVED:	HNTB (CONSULTING ENGINEER)	DEPT. BUSINESS DEVELOPMENT	ATTEST:
APPROVED:	DEPARTMENTAL DIRECTOR		By: Deputy Clerk

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC Projects Control, Contracts Administration

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B737H

DATE: 1/12/06

PROJECT NAME: MIA TERMINAL C-D INFILL PREMISE DISTRIBUTION & CCTV SYSTEM
TO CONTRACTOR: DATO ELECTRIC, INC.

SUPPLEMENTAL INFORMATION

Item 1: Add new contract terms and conditions to Exhibit O, as follows, to conform contract to MDAD standards.

5. The following terms and conditions are in addition to the terms of the Agreement. Where provisions elsewhere in this Agreement may be contrary to or otherwise in conflict with the following terms and conditions, the terms and conditions in this Change Order shall take precedence.

A. In all instances where American is referenced, such reference shall be construed to mean Owner; provided, however, where there are references to both American and the County and such construction would mean a reference to Owner and County, then the reference to American shall be deleted. Notwithstanding the foregoing, references to American shall be retained in Article 12, Indemnity.

B. In all instances where Change Order is referenced, change such references to Change Order or Work Order as determined by Owner.

C. DELETE Section 7.1 and ADD new Section 7.1 as follows:

7.1 The Owner shall have the right to add to or delete any portion of the work contained in this Contract. Such addition or deletion will be ordered and the Contract Sum and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with Section 7.3.

D. DELETE Article 9, Sections 9.4(b), 9.11, and 9.12.

E. DELETE Section 12.1 and ADD the following Section 12.1:

12.1 In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify and hold harmless the County and American, their officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work.

F. In Article 15, Section 15.3, DELETE reference to County.

G. DELETE Sections 42.1 and 42.2.

H. ADD the following paragraph to Section 42.3:

Upon 10 days prior written notice to the Contractor from the Inspector General the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's Sole judgment, pertain to performance of the contract, including, but no limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and with successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instruction, financial documents construction documents, proposal and contract documents, back charge documents, all documents and records which involve cash, trade or volume discounts,

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD- 2

PROJECT NO. B737H

DATE: 1/12/06

PROJECT NAME: MIA TERMINAL C-D INFILL PREMISE DISTRIBUTION & CCTV SYSTEM

TO CONTRACTOR: DATO ELECTRIC, INC.

Item 1 Cont'd.

insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

I. ADD the following Section 42.7:

42.7 The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement requirements; project costs; and investigating and preventing corruption and fraud.

The IPSIG may perform its services at all levels of the contracting and procurement process, including but limited to, project design, establishment of bid specifications, bid submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) calendar days written notice to the Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the Agreements, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful sub-Contractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and Agreement documents; back-charge documents; and all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

J. DELETE Section 43.1 and ADD new Section 43.1 as follows:

43.1 All invoices, contracts, copies of notices, and other correspondence to the Owner shall be addressed to the Aviation Department, Miami International Airport, Facilities, P.O. Box 592075, Miami, Florida, 33159, in care of the Assistant Director, Facilities Division.

JUSTIFICATION: COUNTY REQUESTED CHANGE

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a number of MDAD/County contract provisions. This item adds such provision to the Contract.

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD- 2

PROJECT NO. B737H

DATE: Draft 12/21/05

PROJECT NAME: MIA TERMINAL C-D INFILL PREMISE DISTRIBUTION & CCTV SYSTEM

TO CONTRACTOR: DATO ELECTRIC, INC.

RELEASE OF CLAIM

In consideration of \$10.00 and other valuable considerations, receipt of which is hereby acknowledged, Contractor agrees as follows:

This Change Order modifies the Contract by amending certain terms and conditions of the Contract with no increase in the Contract Amount and no extension in the Contract Time. The Contractor releases Miami Dade County, its officers, employees and agents from, and waives and relinquishes, any claims, disputes or causes of action it has or may have against the County, its officers, employees and agents for events arising out of or in connection with this Change Order. The Contractor accepts the Change Order as full accord and satisfaction of all time and monies due it under or in connection with the provisions of the Change Order.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300

www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

David B. Shick


as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

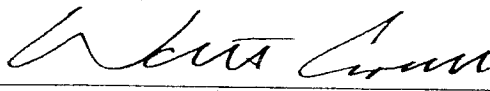
This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

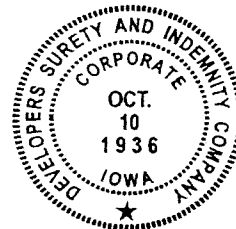
RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of December, 2005.

By: 
David H. Rhodes, Executive Vice-President

By: 
Walter A. Crowell, Secretary




STATE OF CALIFORNIA

COUNTY OF ORANGE

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(SEAL)

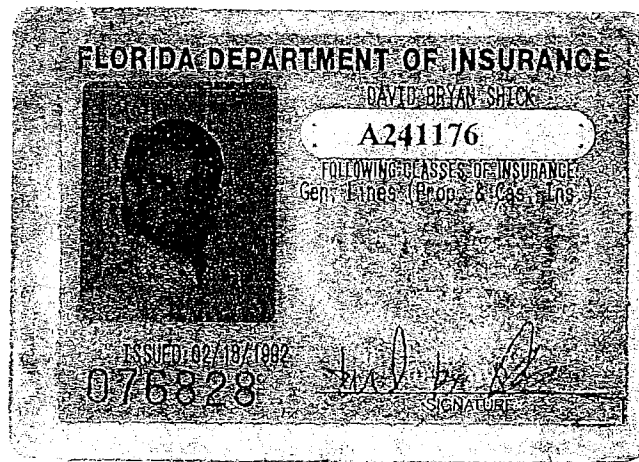


CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 7th day of March, 2006.

By: 
Albert Hillebrand, Assistant Secretary



**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B775A1

DATE: 1/12/06

PROJECT NAME: MIA NTD D-EXTENSION PDS CABLING

BOND NO.: 103977203

TO CONTRACTOR: DYNALECTRIC CORPORATION

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE CURRENT CONTRACT, AND TO PERFORM THE WORK SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

ITEM NO.	DESCRIPTION	AMOUNT
1	Add new contract terms and conditions to Exhibit O, as shown on page 2 of this Change Order, to conform contract to MDAD standards JUSTIFICATION: COUNTY REQUESTED CHANGE	\$10.00

SUMMARY OF CONTRACT AMOUNT

	ORIGINAL CONTRACT AMOUNT AT ASSIGNMENT.....	\$ 2,587,071.95
REASON FOR CHANGE:	COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED BY COUNTY....	\$257,931.00
Regulatory Change	ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER.....	\$ 2,845,002.95
Other Agency Requested Change	COST OF CONSTRUCTION CHANGES THIS ORDER.....	\$ 10.00
Design Errors Change	ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER.....	\$ 2,845,012.95
Design Omission Change	PER CENT INCREASE, THIS CHANGE ORDER.	0.00 %
County Requested Change	TOTAL PER CENT INCREASE TO DATE	10.00 %
Unforeseen or Unforeseeable Change	EXTENSION OF TIME ALLOWED BY THIS CHANGE 0	CALENDAR DAYS TO 6/19/03

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit competitive bidding.

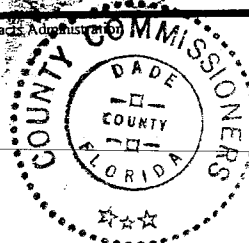
SIGNATURE CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

DEPARTMENT	FUNDS BUDGETED CODE	CERTIFIED BY
Dynalectric Company		
ACCEPTED BY: <i>[Signature]</i>	APPROVED: <i>[Signature]</i>	BUDGET DIRECTOR
CONTRACTOR	DADE COUNTY/Florida	By its BOARD OF COUNTY COMMISSIONERS
Travelers Casualty And Surety Company of America	By: <i>[Signature]</i>	County Manager
By: Rita Sagistano 03/13/06		DATE
SURETY AUTHORITY-IN-FACT		
RECOMMENDED: <i>[Signature]</i>	ATTEST: <i>[Signature]</i>	
PROJECT MANAGER CHIEF ARCHITECT/CHIEF ENGINEER		
APPROVED: <i>[Signature]</i>		
HNTB CONSULTING ENGINEER, DEPT. BUSINESS DEVELOPMENT		
APPROVED: <i>[Signature]</i> 05/05/06		
DEPARTMENTAL DIRECTOR		
		Deputy Clerk 8/15/06

cc: A/E Consultant, General Contractor, Surety, Project Manager, HNTB, DAC Projects Control, Contract Administration

Countersigned - F1.. Res. Agent
[Signature]
Joseph M. Pietrangolo



Change Order No. MDAD-2

MDAD Project No. B775A1

Page 1 of 14

FD5.115 2/99

22

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B775A1

DATE: 1/12/06

PROJECT NAME: MIA NTD D-EXTENSION PDS CABLING

TO CONTRACTOR: DYNALECTRIC CORPORATION

SUPPLEMENTAL INFORMATION

Item 1: Add new contract terms and conditions to Exhibit O, as follows, to conform contract to MDAD standards.

11. The following terms and conditions are in addition to the terms of the Agreement. Where provisions elsewhere in this Agreement may be contrary to or otherwise in conflict with the following terms and conditions, the terms and conditions in this Change Order shall take precedence. All other terms and provisions of the Agreement remain in full force and effect, except as herein amended.

A. Except with respect to the references to "American" in Article 12, Indemnity, in all other instances where American is referenced, such reference shall be construed to mean Owner; provided, however, where there are references to both American and the County and such construction would mean a reference to Owner and County, then the reference to American shall be deleted. All references to American in Article 12, Indemnity, shall remain in full force and effect.

B. Pursuant to Article 2, Section 2.4, the Construction Manager shall be the Owner's project manager or his designated representative.

C. In all instances where Change Order is referenced, change such references to Change Order or Work Order as determined by Owner.

D. DELETE Section 7.1 and ADD new Section 7.1 as follows:

7.1 The Owner shall have the right to add to or delete any portion of the work contained in this Contract. Such addition or deletion will be ordered and the Contract Sum and Contract Time will be adjusted as provided for in these Contract Documents, by Change Order or by Work Order as appropriate. In the event of a dispute between Owner and Contractor as to the adjustment to the Amount or the Time, the dispute shall be handled in accordance with Section 7.3.

E. DELETE Sections 8.4(b), 8.11, and 8.12.

F. DELETE Section 12.1 and ADD the following Section 2.1:

12.1 In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Contractor agrees to indemnify and hold harmless the County and American, their officers and employees from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work.

G. In Section 15.3, DELETE reference to County.

H. ADD the following Sections 22.2 through 22.17:

22.2 Contractor acknowledges and accepts full responsibility for compliance with all applicable laws, rules and regulations including those of the Transportation Security Administration (TSA), Department of Homeland Security (DHS), Federal Aviation Administration (FAA), Customs and

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B775A1

DATE: 1/12/065

PROJECT NAME: MIA NTD D-EXTENSION PDS CABLING

TO CONTRACTOR: DYNALECTRIC CORPORATION

Item 1 Cont'd

Border Protection (CBP) and MDAD as set forth from time to time relating to Contractor's activities at the Miami International Airport (MIA).

- 22.3 In order to maintain high levels of security at MIA, Contractor must obtain MDAD photo identification badges for all Contractor employees working in the Secured/AOA/Security Identification Display Area (SIDA)/Sterile Areas or any other restricted areas of the Airport. MDAD issues two types of identification badges: photo identification badges and non-photo passes. All employees, except temporary workers (working less than two weeks), will be required to obtain photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint-based Criminal History Records Check (CHRC). Temporary workers (working less than two weeks) will be issued non-photo passes.. At no time will an employee bearing a non-photo identification badge be authorized in a secured MIA location without direct supervision of a photo identification badge employee, nor may a photo identification badge employee supervise more than five employees. Photo identification badge employee must have escorted employees within line of sight and be able to respond to any challenges.
- 22.4 The Contractor shall be responsible for requesting MDAD to issue identification badges to all employees who Contractor requests be authorized access to the Secured/AOA/SIDA/Sterile Areas or any other restricted areas of the Airport and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Contractor or upon final acceptance of the work or termination of this Contract. Contractor will be responsible for fees associated with lost and unaccounted for badges or passes as well as the fee(s) for fingerprinting and ID issuance.
- 22.5 All employees of the Contractor, Subcontractors, or Trade Contractors who must work within MDAD Secured/AOA/SIDA/Sterile Areas or any other restricted areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the referenced areas. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD issues the non-photo passes on a daily basis, not to exceed two weeks. In order to obtain a non-photo pass the Contractor must submit a 48 Hour Advance Notification form with required information to the MDAD Security Division, ID Section for all temporary workers requiring access to the MDAD Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. Non-photo passes will not be issued to temporary workers who have failed a criminal history records check, are in possession of an expired work permit and/or have an expired MDAD ID badge. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSA, DHS, CBP,, FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.
- 22.6 Contractor Ramp Permits will be issued to the Contractor authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles belonging to the Subcontractor) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes, or permits to operate

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B775A1

DATE: 1/12/065

PROJECT NAME: MIA NTD D-EXTENSION PDS CABLING

TO CONTRACTOR: DYNALECTRIC CORPORATION

Item 1 Cont'd

within the Secured/AOA/SIDA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the Secured/AOA/SIDA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the Secured/AOA/SIDA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

- 22.7 Vehicles delivering materials to the site will be given temporary passes at the appropriate guard gate. Such vehicles shall not be permitted to operate within the Secured/AOA/SIDA without MDAD escort to be provided by MDAD's Operations Division. To obtain an escort, the Contractor shall notify MDAD Airside Operations Division in writing 24 hours in advance of such need. These passes shall be surrendered upon leaving the Secured/AOA/SIDA. All vehicles shall be marked with company name to ensure positive identification at all times while in the Secured/AOASIDA.
- 22.8 Only Contractor management level staff, supervisors and foremen with pictured MDAD I.D. badges shall be allowed to operate a motor vehicle on the Secured/AOA/SIDA without MDAD escort except when operating a vehicle that requires a specialized license to operate (CDL). Such vehicles must be under MDAD Airside Operations escort when moving on the AOA unless said vehicle is operating in an approved MOT. The Contractor shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the Secured/AOA/SIDA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.
- 22.9 The Contractor agrees that its personnel, vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or while on the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport. It is further agreed that the MDAD has the right to prohibit an individual, agent, or employee of the Contractor or Subcontractor from entering the Secured/AOA/SIDA/Sterile Areas or other restricted areas, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage, or other unlawful activities, including repeated failure to comply with TSA, DHS,, FAA, CBP and MDAD SIDA/access control policies, rules and regulations. Any person denied access to the Secured/AOA/SIDA/Sterile areas or other restricted areas of the airport or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the Secured/AOA/SIDA/Sterile Areas or other restricted areas of the airport shall be advised, in writing, of the reasons for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the Secured/AOA/SIDA/Sterile Areas and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage, and other unlawful activities at the Airport and to maximize compliance with TSA, DHS, CBP, , FAA, and MDAD access control policies and procedures.

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B775A1

DATE: 1/12/065

PROJECT NAME: MIA NTD D-EXTENSION PDS CABLING

TO CONTRACTOR: DYNALECTRIC CORPORATION

Item 1 Cont'd

- 22.10 The Contractor understands and agrees that vehicle and equipment shall not be parked/stored on the Secured/AOA/SIDA in areas not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices, or pavement markings.
- 22.11 The Contractor understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Contractor in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Contractor.
- 22.12 Prior to Substantial Completion or Beneficial Occupancy of any facility that will permit access to the Secured/AOA/SIDA/Sterile Areas via doors or gates, the Contractor shall either (a) keep all such doors and/or gates locked at all times or (b) position a security guard or designated employee to monitor any door and/or gate that must remain open. Keys to such doors and gates shall be limited and issued only to company employees with a current MDAD picture ID. Door/gate keys shall be numbered and stamped "Do Not Duplicate." The Contractor shall keep a log of all keys issued and to whom. The log is subject to audit by the Owner. Employees must have their assigned key in their possession at the time of audit. Failure to comply with these requirements can result in monetary fines, loss of access to the Secured/AOA/SIDA/Sterile Areas, and/or termination of this Contract.
- 22.13 Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend, or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the TSA/DHS/ CBP/FAA.
- 22.14 The Contractor shall ensure that all employees so required participate in such safety, security, and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.
- 22.15 Contractor agrees that it will include in all contracts and subcontracts with its MIA subcontractors, service providers, and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Contractor agrees that in addition to all remedies, penalties, and sanctions that may be imposed by TSA, DHS, CBP, FAA or the MDAD upon Contractor's subcontractors, suppliers, and their individual employees for a violation of applicable security provisions, Contractor shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.
- 22.16 In addition to the foregoing, the Contractor shall be required to comply with the U.S. Customs and Border Protection (CBP) requirements for obtaining CBP seals for those Contractor employees that will be involved within the CBP/FIS environment at MIA. The Vendor shall be responsible for all related fees for required bonding, fingerprinting and background investigations of Contractor personnel.

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B775A1

DATE: 1/12/065

PROJECT NAME: MIA NTD D-EXTENSION PDS CABLING

TO CONTRACTOR: DYNALECTRIC CORPORATION

Item 1 Cont'd

22.17 The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide employee(s) competent and physically capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable.

I. ADD the following new Sections 28.2 and 28.3:

28.2 In accordance with Florida Statutes 119.071(3)(b), building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

28.3 In addition to the above requirements in Section 28.2, the Contractor agrees to abide by all federal, state, and County procedures, as may be amended from time to time, by which the documents are handled, copied, and distributed, which may include but is not limited to:

- a. Each employee of the Contractor and Subcontractor(s) that will be involved in the project, shall sign an agreement (Confidentiality Affidavit) stating that they will not copy, duplicate, or distribute the documents unless authorized by the Owner as required in Section 28.2.
- b. The Contractor and its Subcontractor(s) agree in writing that the project documents are to be kept and maintained in a secure location.
- c. Each set of the project documents are to be numbered and the whereabouts of the documents shall be tracked at all times.
- d. A log is developed to track each set of documents logging in the date, time, and name of the individual(s) that work on or view the documents.

J. DELETE Section 37.1 and ADD the following Section 37.1:

37.1 This Agreement shall be governed by the laws of the State of Florida and may be enforced in a court of competent jurisdiction in Miami-Dade County, Florida. This provision shall apply retroactively from December 23, 2002.

K. DELETE Section 40.1 and ADD new Section 40.1 as follows:

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B775A1

DATE: 1/12/065

PROJECT NAME: MIA NTD D-EXTENSION PDS CABLING

TO CONTRACTOR: DYNALECTRIC CORPORATION

Item 1 Cont'd

- 40.1 All invoices, contracts, copies of notices, and other correspondence to the Owner shall be addressed to the Aviation Department, Miami International Airport, Facilities, P.O. Box 592075, Miami, Florida, 33159, in care of the Assistant Director, Facilities Division.

L. DELETE Section 43.1 and ADD the following new Sections 43.1 and 43.2:

- 43.1 Inspector General: Pursuant to Miami-Dade County Code Section 2-1076, Miami-Dade County has established the Office of Inspector General, which may perform random audits, inspections and reviews of all County contracts throughout the duration of each contract.

The Miami-Dade County Inspector General is authorized to make investigations of county affairs and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing Projects and programs. Monitoring of an existing Project or program may include a report concerning whether the Project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract.

Upon 10 days prior written notice to the Contractor from the Inspector General the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's Sole judgment, pertain to performance of the contract, including, but no limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and with successful and unsuccessful subcontractors and suppliers, all Project-related correspondence, memoranda, instruction, financial documents construction documents, proposal and contract documents, back charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in the section shall apply to the Contractor, its officers, agents, employees, subcontractors, and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

- 43.2 The County shall have the right but not the obligation to retain the services of an independent private sector inspector general (IPSIG) who may be engaged to audit, investigate, monitor, oversee, inspect and review the operations, activities and performance of the Contractor and County in connection with this Agreement. The scope of services performed by an IPSIG may include, but are not limited to, monitoring and investigating compliance with Agreement requirements; project costs; and investigating and preventing corruption and fraud.

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B775A1

DATE: 1/12/065

PROJECT NAME: MIA NTD D-EXTENSION PDS CABLING

TO CONTRACTOR: DYNALECTRIC CORPORATION

Item 1 Cont'd

The IPSIG may perform its services at all levels of the contracting and procurement process, including but limited to, project design, establishment of bid specifications, bid submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials.

Upon ten (10) calendar days written notice to the Contractor from an IPSIG, the Contractor shall make all requested records and documents available to the IPSIG for inspection and copying. The IPSIG shall have the right to examine all documents and records in the Contractor's possession, custody or control which, in the IPSIG's sole judgment, pertain to performance of the Agreements, including, but not limited to, original estimate files; change order estimate files; worksheets; proposals and agreements from and with successful and unsuccessful sub-Contractors and suppliers; all project-related correspondence, memoranda, instructions, financial documents, construction documents, bid and Agreement documents; back-charge documents; and all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received; payroll and personnel records; and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Contractor, its officers, agents and employees. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of the Agreement.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Contractor or third parties.

M. ADD the Confidentiality Affidavit on the next page.

(Remainder of Page Intentionally Left Blank)

**MIAMI - DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO MDAD-2

PROJECT NO. B775A1

DATE: 1/12/065

PROJECT NAME: MIA NTD D-EXTENSION PDS CABLING

TO CONTRACTOR: DYNALECTRIC CORPORATION

Item 1 Cont'd

JUSTIFICATION: COUNTY REQUESTED CHANGE

This Contract has been assigned to Miami-Dade County pursuant to the Fourth Amendment to the Lease, Construction and Financing Agreement between American Airlines and Miami-Dade County. The original Contract, as awarded to the Contractor by American Airlines did not include a number of MDAD/County contract provisions. This item adds such provision to the Contract.

RELEASE OF CLAIM

In consideration of \$10.00 and other valuable considerations, receipt of which is hereby acknowledged, Contractor agrees as follows:

This Change Order modifies the Contract by amending certain terms and conditions of the Contract with no increase in the Contract Amount and no extension in the Contract Time. The Contractor releases Miami Dade County, its officers, employees and agents from, and waives and relinquishes, any claims, disputes or causes of action it has or may have against the County, its officers, employees and agents for events arising out of or in connection with this Change Order. The Contractor accepts the Change Order as full accord and satisfaction of all time and monies due it under or in connection with the provisions of the Change Order.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13TH day of MARCH, 20 06.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CT. 06183**

**ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT — IF A CORPORATION**

Florida
State of New York, County of Broward

On this 14 day of March, 2006, before me personally appeared James G. DiLullo, to me known, who, being by me duly sworn, deposes and says: That he/she resides in the City of Weston; that he/she is the President/CEO of Dynalectric Corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

James G. DiLullo

PRINCIPAL'S ACKNOWLEDGMENT — IF INDIVIDUAL OR FIRM

State of New York, County of

On this day of , 20 , before me personally appeared to me known to be (the individual) (one of the firm of) described in and who executed the within instrument, and he/she thereupon duly acknowledged to me that he/she executed the same (as the act and deed of said firm).

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York, County of Nassau

On this 13th day of March, 2006, before me personally appeared Rita Sagistano, to me known, who, being by me duly sworn, did depose and say: That he/she resides in the City of Nassau County, NY; that he/she is Attorney-in-Fact of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said Company; that the seal affixed to said instrument is such corporate seal; and that he/she signed said instrument as Attorney-in-Fact by authority of the Board of Directors of said Company; and affiant did further depose and say that the Superintendent of Insurance of the State of New York has, pursuant to Chapter 882 of the Laws of the State of New York for the year 1939, constituting chapter 28 of the Consolidating Laws of the State of New York as the Insurance Law as amended, issued to TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA his/her certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings, recognizances, guarantees, and other obligations required or permitted by law; and that such certificate has not been revoked.

Colin Maitland

Notary Public

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183**

CAMILLE MAITLAND
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MAG008044
QUALIFIED IN KINGS COUNTY
COMMISSION EXPIRES APRIL 20, 2006

FINANCIAL STATEMENT AS OF DECEMBER 31, 2004
AS FILED WITH THE INSURANCE DEPT. OF THE STATE OF NEW YORK
CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES	
Cash & Invested Cash	\$ 2,721,251	Unearned Premiums	\$ 517,322,210
Bonds	2,103,575,828	Losses	542,595,315
Stock	11,873,755	Loss Adjustment Expenses	97,587,047
Other Invested Assets	--	Commissions	19,228,115
Investment Income Due and Accrued	24,085,845	Taxes, Licenses and Fees	10,738,457
Premium Balances	139,148,258	Other Expenses	18,724,529
Reinsurance Recoverable	48,827,434	Current Federal and Foreign Income Taxes	43,827,236
Current Fed Income Tax Recoverable	--	Payable for Securities	--
Net Deferred Tax Asset	37,424,124	Payable to Parent, Subsidiaries & Affiliates	35,395,260
Receivable for Securities	300,000	Other Accrued Expenses and Liabilities	146,736,123
Receivable from Parent, Subsidiaries & Affiliates	--	Total Liabilities	\$ 1,432,154,293
Other Assets	(72,723,020)		
		Capital Stock	6,000,000
		Paid in Surplus	303,297,402
		Other Surplus	553,781,780
		Total Surplus to Policyholders	\$ 863,079,182
Total Assets	\$ 2,285,233,475	Total Liabilities & Surplus	\$ 2,285,233,475

Securities carried at \$13,338,702 in the above statement are deposited with public authorities, as required by law

